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UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA
Alexandria Division

2013 JUL 10 A 11:49

CLERK US DISTRICT COURT
ALEXANDRIA, VIRGINIA

INTEGRATION TECHNOLOGIES GROUP, INC.)

Plaintiff)

v.)

THE ALE GROUP, INC.)

Serve: John R. Ale, Registered Agent)
4100 Corporate Square, Suite 137)
Naples, Florida 34101)

Defendant)

No. 1:13CV836-AJT/TRJ

COMPLAINT
For Breach of Contract

COMES NOW Plaintiff Integration Technologies Group, Inc., by counsel, and for its
compliant against Defendant The Ale Group, Inc. states as follows:

Parties

1. Plaintiff Integration Technologies Group, Inc. ("ITG") is a Maryland corporation
that has its principal place of business in Falls Church, Virginia.

2. Defendant The Ale Group, Inc. ("TAG") is a Florida corporation that has its
principal place of business in Naples, Florida. During the period of time relevant to this
litigation TAG also maintained an office in Fairfax County, Virginia.

Jurisdiction and Venue

3. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332, because there is
complete diversity of citizenship between ITG and TAG, and the amount in controversy exceeds
\$75,000.

4. This Court is the proper venue for this action pursuant to 28 U.S.C. § 1391(b)(2), in that a substantial part of the events giving rise to the ITG's claims arose in this judicial district.

Facts

5. TAG is engaged in the business of providing information technology services and solutions to agencies of the federal government. In 2011 TAG requested that ITG submit proposals to provide information technology equipment maintenance and support services in support of TAG's own proposals to win business with federal government agencies during the period October 2011-September 2012.

6. ITG submitted the requested proposals, which set out ITG's rates and applicable terms and conditions for the maintenance and support services described therein. TAG accepted the ITG proposals, incorporated them into its own contract proposals to various federal government agencies, and ultimately received contract awards. TAG thereupon issued purchase orders ("the 2011 Purchase Orders") to ITG in September and October 2011 for the following projects:

	<u>Purchase Order</u>	<u>Price</u>
a.	TAG-SEWP-116991	\$25,452.00
b.	TAG-SEWP-118944	\$12,250.28
c.	TAG-SEWP-112890	\$62,195.40
d.	TAG-SEWP-122751	\$22,927.80

Copies of the 2011 Purchase Orders, together with corresponding proposals, are attached as **Exhibit A**.

7. During the period October 2011 - September 2012, ITG fully and timely performed all services required by its accepted proposals and the 2011 TAG purchase orders. ITG issued monthly invoices to TAG pursuant to the pricing in purchase orders.

8. TAG failed to pay all of the amounts due under its purchase orders and the ITG invoices. As of September 30, 2012, TAG owed ITG a total of \$30,554.85 with respect to the 2011 Purchase Orders, as follows:

	<u>Purchase Order</u>	<u>Balance Due</u>
a.	TAG-SEWP-116991	\$6,363.00
b.	TAG-SEWP-118944	\$2,908.20
c.	TAG-SEWP-112890	\$15,551.70
d.	TAG-SEWP-122751	\$5,731.95

9. During the summer of 2012 TAG requested that ITG submit four additional proposals to provide information technology equipment maintenance and support services in support of TAG's proposals to win business with federal government agencies during the period October 2012-September 2013.

10. ITG submitted the proposals, which set out ITG's rates and applicable terms and conditions for the specific maintenance and support services described therein. TAG accepted the ITG proposals, incorporated them into its own contract proposals to various federal government agencies, and ultimately received contract awards. TAG thereupon purchase orders ("the 2012 Purchase Orders") to ITG in September 2012 for the following projects:

	<u>Purchase Order</u>	<u>Price</u>
a.	TAG-SEWP-BPD-BPA	\$32,850.00
b.	TAG-SEWP-141606	\$17,358.60
c.	TAG-SEWP-142287	\$ 6,663.30
d.	TAG-SEWP-145605	\$ 5,847.05

Copies of the 2012 Purchase Orders, together with corresponding proposals, are attached as **Exhibit B**.

11. During the period from October 2012 to date ITG has fully and timely performed all services required by its accepted proposals and the 2012 TAG purchase orders. ITG issued monthly invoices to TAG pursuant to the pricing in purchase orders.

12. TAG has failed to pay any of the amounts due under the 2012 Purchase Orders. As of July 10, 2013, TAG owed ITG a total of \$47,039.22 with respect to the 2012 Purchase Orders performed through June 30, 2013, as follows:

	<u>Purchase Order</u>	<u>Balance Due</u>
a.	TAG-SEWP-BPD-BPA	\$24,637.50
b.	TAG-SEWP-141606	\$13,018.95
c.	TAG-SEWP-142287	\$4,997.52
d.	TAG-SEWP-145605	\$4,385.25

13. TAG's liability to ITG under the 2012 Purchase Orders will continue to accrue at the rate of \$5,226.58 per month during July-September 2013, the remaining months covered by the 2012 Purchase Orders. On information and belief, ITG alleges that TAG has been paid in full, in advance, by the federal government for all amounts due to ITG under both the 2011 and 2012 Purchase Orders. Despite repeated demands from ITG, TAG has failed and refused to pay ITG any part of the amounts due under the 2011 and 2012 Purchase Orders.

Cause of Action – Breach of Contract

14. ITG incorporates by reference the allegations in Paragraphs 1 through 13, above, as if fully set forth.

15. The 2011 and 2012 Purchase Orders issued by TAG in acceptance of ITG's proposals, and each of them, constitute valid and enforceable contracts between ITG and TAG.

16. TAG has materially breached the Purchase Orders, and each of them, by failing to pay when due the amounts invoiced by ITG for information technology equipment maintenance and support services.

17. As a direct and foreseeable result of TAG's breaches of contract, as of July 10, 2013, ITG has suffered damages consisting of unpaid fees for services in the amount of Seventy-Seven Thousand Five Hundred Ninety-Four and 07/100 Dollars (\$77,594.07).

18. ITG is continuing to perform services as required by TAG's 2012 Purchase Orders. Fees due for those services will continue to accrue at the rate of Five Thousand Two Hundred Twenty-Six and 58/100 Dollars (\$5,226.58) per month during July-September 2013.

19. Absent payment by TAG, ITG's total damages as of September 30, 2013, will be Ninety-Three Thousand Two Hundred Seventy-Three and 81/100 Dollars (\$93,273.81).

20. ITG is entitled to an award of prejudgment interest pursuant to Va. Code § 8.01-382 on the amounts unpaid by TAG, from the date each payment was originally due, in order to compensate ITG for being without relief as a result of TAG's breach of contract since at least September 2012.

WHEREFORE, ITG requests that judgment be entered against The Ale Group, Inc., in the amount of \$93,273.81, plus pre- and post- judgment as authorized by law and an award of its costs; and for such other relief as this Court may deem proper.



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